Form 210A (10/06)

# United States Bankruptcy Court Southern District of `New York

In re: Lehman Brothers Holdings Inc., et al.,

Case No. Jointly Administered Under Case No. 08-13555

### NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or **deemed filed** under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to **Rule 3001(e)(2)**, Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee: Fair Harbor Capital, LLC As assignee of Leslie Steppel Weisbrod	Name of Transferor: Leslie Steppel Weisbrod
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 2880 Amount of Claim: \$96,983.85 Date Claim Filed:
Fair Harbor Capital, LLC Ansonia Finance Station PO Box 237037 New York, NY 10023	Name and Address of Transferor:  Leslie Steppel Weisbrod Nixon Peabody LLP - Adam Gilbert Esq. 437 Madison Ave 18th Floor New York, NY 10022
Phone:212 967 4035 Last Four Digits of Acct #:n/a	Phone:  Last Four Digits of Acct. #:n/a
Name and Address where transferee payments should be sent (if different from above):	
Phone:n/a_ Last Four Digits of Acct #:n/a	
I declare under penalty of perjury that the information poest of my knowledge and belief.	rovided in this notice is true and correct to the
By <u>: /s/<i>Fredric Glass</i></u>	Date: February 10, 2014
Transferee/Transferee's Agent Penalty for making a false statement: Fine of up to \$500,000 or impris	sonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

## United States Bankruptcy Court Southern District of `New York

In re: Lehman Brothers Holdings Inc., et al.,

Case No. Jointly Administered Under Case No. 08-13555

### NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

## Claim No. 2880 (if known)

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on February 10, 2014.

Name of Transferee:
Fair Harbor Capital, LLC
As assignee of Leslie Steppel Weisbrod

Name of Alleged Transferor: Leslie Steppel Weisbrod

Fair Harbor Capital, LLC Ansonia Finance Station PO Box 237037 New York, NY 10023

Name and Address of Alleged Transferor:

Clerk of the Court

Leslie Steppel Weisbrod Nixon Peabody LLP - Adam Gilbert Esq. 437 Madison Ave 18th Floor New York, NY 10022

### ~DEADLINE TO OBJECT TO TRANSFER~

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.
Date:

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United States Bankruptcy Court, Southern District of New York	í

Leiman Brothers Holdings Inc., Chapter 11 In re: Case No. 08-13555 Debtor.

-----XJointly Administered Under Case No 08-13000 Transfer of claim other than for security and waiver of notice

Bankruptoy Rule 3000(e)

PLEASE YAKE NOTICE that the Class 7 claim of LESLIE STEPPEL WRISTROD TRUST ("Transferor") against the Debtor(s) indicated in the caption above in the amount of \$88,588.50, and all chains (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest, penalties, cure payments that it may be enaltied to receive on necount of the assumption of any executory contract or loase related to the Claim and face, if any, which may be paid with respect to the Claim and all other claims, causes of eation against the Debtor, its offiliates, any guaranter or other third party, tagether with voting and other rights and benefits arising from, under or relating to my of the foregoing, and all easi, scounties, instruments and other property which may be poid or issued by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Pair Harbor Capital, LLC ("Transferre") in consideration of the sum of signature of the Transfered on this TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE is evidence of the Transfer of the claims and all rights and benefits of Transferor relating to the Claim. The Claim is based on accounts owed to Transferor by Dabtor and this transfer shall be deemed an absolute and emponditional transfer of the Cinim for the purpose of collection and shall not be deemed to create a security interest. Pair Hathor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferor of the above-described claims, hereby assign and transfer my claims and all rights there under to the Transferee upon terms as set forth in cover letter received. I represent and warrant that the claim is not less than \$88,588,50 and has not been previously objected to, sold, or satisfied. I further represent and warrant that cosh distributions aggregating approximately 13.89% of the allowed Claim have been received by the Transferor and these distribution amounts are excluded from this Transfer of of Claim Other Than for Security and Walver of Notice, and that this Transfer Of of Claim Other Than for Security and Waiver of Notice is only for future distributions, if any. Upon notification by Transferee, I agree to reimburse Transferee a pro-rate portion of the purchase price if the Claim is reduced, objected to, or distilloyed in whole or part by the Dobjec, the Court, or any other party and Transferor represents and warrants that there are no officers or defenses or profesential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Clulm or to impair its value. If Transferor fails to negotiate the distribution check on or before ninety (90) days after leavance of such check, then Transferee shall void the distribution check, the amount of onen attributable to such check shall be deposited in Transferee's bank account, and Transferer shall be automationly deemed to have realyed its Claim. A Proof of Claim lies been filled in the emannt of \$68,588.50 been duly and timely filed in the Proceedings (and a true copy of such Proof of Cleim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Transferoe shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court,

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased horsin, Transform is hereby deemed to sell to Transferce, and, at Transferor's option only. Transferce hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herebu. Transferce shall remit such payment to Transferm upon Transferce's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Transferor acknowledges that, except as set forth in titis boroin, neither Transferor ner any agent or representative of Transferor has made any representation whatsoever to Transferor regarding the states of the Proceedings, the condition of Debror (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Transferor represents that it has adequate information community the business and Hosnoid. condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Transferce and based on such information as Transferor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Transfer of Claim.

I, the undersigned Transferor hereby authorize Transferoe to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruprey Procedure ("FRBP"), with respect to the Claim, while Transferre performs its due diligence on the Claim. Transferres, at its sole option, may subsequently transfer the Claim back to Transferor if due diligence is not satisfactory, in Transferor's cote and absolute discretion pursuant to Rule 3001 (c) of the FRBP. In the event Transfero transfers the Ciaim back to Transferor or withdraws the transfer, at such time both Transferor and Transferor. relesse each other of all and eay obligation or liability regarding this Assignment of Claim. Transferor hereby acknowledges and consents to all of the terms set forth in this Transfer of Claim and hereby walves (1) its right to raise any objection hereto, and (11) its right to receive notice pursuant to Rule 3001 (c) of the FRBP. Transferor hereby acknowledges that Transferor may at any time reassign the Claim, together with all right, ride and interest of Transferse in and to this Transfer of Claim, All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferse assumes all risks associated with debtur's ability to distribute funds. Transferor agrees to deliver to Fair Markor Capital, LLC may correspondence or payments required subsequent to the date Transferce signs this agreement. The clock of the court is authorized to change the address regarding the claim of the Transferor to that of the Transferse listed below. This Transfer of Claim shall be governed by and constitued in accordance with the laws of the State of New York. Any solion existing under or relating to this Assignment of Claim may be brought in any State or Poderal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Frencherr by mailing a copy of said process to Transferor at the address set forth in this Assignment of Claim, and in any action horounder Transferor waives the right to demand a trial by jury.

Transferor:

urəliğ steppel weiserod trust DTD 6/27/1990, 369 WHIPPOORWILL ROAD

CHAPPAQUA, NY 10514.

Undated Address (tf Changed):

Transferce: Foir Harbor Capital, LLC

1841 Broadway, 10th Ft, NY, NY 10023

has, Member Fait Harbar Capital, LLC